



LAKE HAVASU CITY
PURCHASE ORDER
Terms and Conditions

1. The right is hereby reserved to cancel or recall, without liability, all or any part of this order if delivery is not made within the time specified.
2. This order is placed under the condition that the Vendor protects Lake Havasu City (hereinafter referred to as Buyer) against all liability of expense by reason of any copyright, patent or trademark litigation in connection with the goods purchased on this order.
3. No charges for packing or drayage will be allowed unless so indicated on the face of this order.
4. If the Vendor is unable to deliver all or part of the items shown on this order, Buyer is to be notified at once. Partial inability of the Vendor to so deliver will justify the Buyer's cancellation of this order in its entirety at the Buyer's sole discretion.
5. The Buyer will not be liable for goods delivered to it unless covered by a properly authorized and executed purchase order.
6. The Buyer may cancel, without liability, any order placed hereunder at any time prior to delivery of all the merchandise or the performance of the services called for hereby on written notice to Vendor if in the discretion of the Buyer, the merchandise or services are not of the kind or quality called for hereunder.
7. The Buyer will have no liability for goods delivered in a damaged condition.
8. The Buyer reserves the right to return all or any part of the items listed on this order, if defective in any way. The Vendor in accepting this order agrees to give the Buyer full credit for such returned merchandise.
9. Goods delivered to or received by Buyer will be accepted only if accompanied by a detailed shipping list.
10. The Vendor warrants that merchandise listed on this order is free and clear of all liens and encumbrances whatsoever and that the Vendor has a good and marketable title to same and Vendor agrees to hold Buyer free and harmless against any and all claimants to or claims against said merchandise.
11. Vendor, by this purchase order, shall acquire no right to, and shall not manufacture, distribute or otherwise dispose of, any merchandise bearing the name of the Buyer or bearing any fanciful characters or designs which are the creation of the Buyer, any of its affiliated companies, employees or agents, except the right to manufacture and distribute such merchandise hereby ordered by the Buyer in accordance with this purchase order.
12. In the event this order covers construction and/or services to be performed on the Buyer's premises, the Vendor, Supplier, or Contractor performing such construction and services, shall furnish Buyer with certificates in evidence of Workman's Compensation and Public Liability Insurance Coverage. Public Liability policies shall reflect minimum limitations of one hundred thousand dollars (\$100,000.00) for bodily injury to any one person, and three hundred thousand dollars (\$300,000.00) for bodily injury to two or more persons, in any one accident or event.

Property Damage Liability shall reflect coverage of no less than one hundred thousand dollars (\$100,000.00).